

JOHN V. DUCK
~~DUCK & LACEY~~

Attorneys at Law

P. O. DRAWER A-J - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck
Bay Minette, Alabama

DATE March 29, 1967

Re: Baldwin National Bank of Robertsdale
vs. Raymond Thompson. 710.7445

Dear Mrs. Duck:

Enclosed please find Bill of Complaint to
beffiled together with copy of same and
Summons to be served.

Sincerely,

SIGNED

SIGNED

BALDWIN NATIONAL BANK
OF ROBERTSDALE

Fairhope, Alabama

Principal 157⁹⁰ -
Interest 127⁷
Ins.-Rec. Fee 17²
\$ 172.44
JAN 23 1967

FOR VALUE RECEIVED, the undersigned promise (s) to pay to the order of the Fairhope Branch of The Baldwin National Bank of Robertsdale, at its office in Fairhope, Alabama, the sum of One Hundred Seventy Two 144/100 Dollars payable in 12 installments of \$ 14.37 each except the first installment which is in the sum of \$ _____; the first installment shall be due on Feb 5 1967 after date hereof, and one of such remaining installments shall be due on the 5th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

In the event of default in the payment of any one or more of said monthly installments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgement against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successor and assigns, shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable (less a sum equal to 8% per annum on the respective installments from the date of declaration to the respective dates of maturity) and to proceed in any lawful manner for the collection thereof. No delay in making such election shall be construed to waive the right to make the same. The holder hereof may note the fact of acceleration hereon with or without stating the specific ground for accelerating maturity, and whether or not noted hereon such election to accelerate shall be effective.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal hereof, all rights of exemption under the Constitution and Laws of Alabama, or of any State, as to personal property, and they each severally agree to pay all cost of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee whether the same be collected or secured by or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. The bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall be so elect, nor be liable for any failure or omission in respect thereof.

The undersigned have subscribed their names hereto without condition that any one else should sign or become bound hereon, and without any other condition whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder.

ADDRESS:

610
S. Ingheside

SIGNATURE OF MAKER (S):

Raymond Thompson

In consideration of One Dollar (1.00) received and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one, jointly and severally) hereby agree to all of the provisions of the within note, and do unconditionally guarantee to the payee herein, its, his or her, successors and assigns, and every subsequent holder of said note, irrespective of the genuineness, validity, legality or enforceability thereof, or of the obligation evidenced hereby, or of any collateral therefore, and irrespective of any other circumstance or condition, that all sums stated therein to be payable shall be promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, with 8% interest after maturity.

[illegible]

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

Bay Minette, Ala.

DATE January 22, 1969

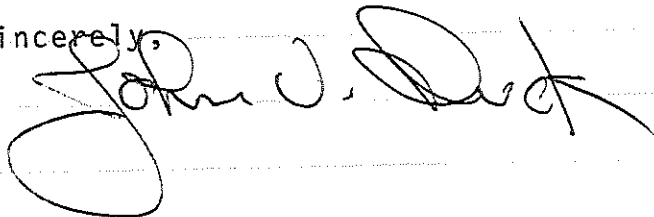
Re: Baldwin Natl. Bank vs. Thompson

Civil Case No. 7445

Dear Mrs. Duck:

Raymond Thompson has stopped paying on
above account and I enclose herewith the
note sued on and ask that the Judge enter
a Judgment in this case, in the amount of \$71.07.

Sincerely,



SIGNED

DATE

SIGNED

BALDWIN NATIONAL BANK OF ROBERTSDALE,) IN THE CIRCUIT COURT OF
a corporation,)
Plaintiff,) BALDWIN COUNTY, ALABAMA
vs.) AT LAW
RAYMOND THOMPSON,) 7445
Defendant.)

COUNT ONE

Plaintiff claims of the Defendant the sum of ONE HUNDRED FIFTY-EIGHT AND 07/100 (\$158.07) DOLLARS due by promissory note made by him on the 23rd day of January, 1967 and payable in monthly installments of FOURTEEN AND 37/100 (\$14.37) DOLLARS each.

That in and by the terms of said note, the Defendant agreed that in the event of a default in any one payment, the entire balance would be due and payable at the option of the holder, and the Plaintiff claims that the Defendant defaulted on, to-wit: the 7th day of February, 1967, and the Plaintiff now claims a default of the entire balance.

That in and by the terms of said note, the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and the Plaintiff now claims the further and additional sum of THIRTY (\$30.00) DOLLARS as a reasonable attorney's fee.

That in and by the terms of said note, the Defendant waived all rights of exemption under the Constitution and laws of the State of Alabama, and the Plaintiff claims the benefit of said Waiver.


ATTORNEY FOR PLAINTIFF

FILED

APR 8 1967

ALICE J. HARRIS, CLERK

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonRAYMOND THOMPSON

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

RAYMOND THOMPSON

....., Defendant.....

byBALDWIN NATIONAL BANK OF ROBERTSDALE

....., Plaintiff.....

Witness my hand this.....2.....day of.....Apr.....1967.....

.....Clerk

No. 7445

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

BALDWIN NATIONAL BANK OF.....

ROBERTSDALE, a corporation,
Plaintiffs

vs.

RAYMOND THOMPSON

Defendants

SUMMONS AND COMPLAINT

Filed 4-3 19 67

Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
670 S. Ingleside Avenue
Fairhope, Ala. and works at
Grand Hotel, Point Clear, Ala.

Received In Office
APR 3 1967

MAY 8 1967

TAYLOR WILKINS

19.....

TAYLOR WILKINS

Sheriff

I have executed this summons

this 80 19 67

by leaving a copy with the local
TAYLOR WILKINS, Sheriff

Returned 25 day of April 1967
No. found in my county after diligent search and
return.

Taylor Wilkins, Sheriff

By Roy Randall
Deputy Sheriff

Served on Raymond Thompson

April 12-67

Point Clear

Taylor Wilkins

Sheriff

R. Randall

Deputy Sheriff